

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
NTV, LLC		08/08/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Plum Media LLC		
Street Address:	340 South Lemon Avenue		
Internal Address:	#1017		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	91789		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	76539051	PLUM TV	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.579.5943		
Email:	jklear@klearlawfirm.com		
Correspondent Name:	Law Offices of Jennifer A. Klear		
Address Line 1:	445 Park Avenue		
Address Line 2:	9th floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Jennifer A. Klear		
Signature:	/Jennifer A. Klear/		

OP \$40.00 76539051

Date:

10/05/2012

**Total Attachments: 5**

source=PLUM - Trademark Assignment - EXECUTION VERSION#page1.tif

source=PLUM - Trademark Assignment - EXECUTION VERSION#page2.tif

source=PLUM - Trademark Assignment - EXECUTION VERSION#page3.tif

source=PLUM - Trademark Assignment - EXECUTION VERSION#page4.tif

source=PLUM - Trademark Assignment - EXECUTION VERSION#page5.tif

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") dated August 8, 2012 and effective as set forth herein, is entered into by and between NTV, L.L.C., a limited liability company organized under the laws of the state of Massachusetts, (the "Assignor"), and Plum Media, LLC., a limited liability company organized under the laws of the state of Delaware (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement (the "Asset Purchase and Sale Agreement"), dated as of March 6, 2012, by and between (i) Assignor, Plum TV, Inc. (n/k/a PWD1 LLC), Plum POP LLC (n/k/a PWD2 LLC), Hamptons Television, LLC, Vineyard Television, LLC, Vail Television LLC, Aspen Television, LLC, Telluride Television, LLC, Sun Valley Television, LLC, and Miami Beach Television, LLC, debtors and debtors-in-possession pursuant to 11 U.S.C. § 101 *et seq.* (collectively, the "Debtors") and (ii) the Assignee (by assignment from Media Greenhouse LLC), as amended by that certain Amendment No. 1 to the Asset Purchase and Sale Agreement dated as of March 9, 2012, and by that certain Amendment No. 2 to the Asset Purchase and Sale Agreement dated as of April 3, 2012;

AND WHEREAS, pursuant to the Asset Purchase and Sale Agreement, the Debtors agreed to sell, assign and convey to Assignee the Purchased Assets, including the Intellectual Property identified in Schedule 1(ii)(viii) thereto (as such terms are defined in the Asset Purchase and Sale Agreement);

AND WHEREAS, the transactions contemplated by the Asset Purchase and Sale Agreement (the "Sale") were consummated on April 3, 2012, (the "Closing");

AND WHEREAS, Plum TV, Inc. (n/k/a PWD1 LLC) and the Assignor are chapter 7 debtors in the United States Bankruptcy Court Southern District of New York (the "Bankruptcy Court") in chapter 7 cases with designated case no. 12-10017 (MG) (the "Chapter 7 Cases");

AND WHEREAS, subsequent to the Closing, Alan Nisselson was duly appointed as chapter 7 trustee (the "Chapter 7 Trustee") in the Chapter 7 Cases;

AND WHEREAS, the Chapter 7 Trustee was not involved in the Sale and does not have personal knowledge of the Sale and is relying on documents provided to him by the Assignee;

AND WHEREAS, the Chapter 7 Trustee and the Assignee has entered into a stipulation regarding implementation of the Asset Purchase and Sale Agreement (the "Stipulation") and sought Bankruptcy Court approval of the Stipulation;

AND WHEREAS, the Bankruptcy Court has approved the Stipulation and has authorized and directed the Chapter 7 Trustee to enter into this Assignment, and, in accordance therewith, the Chapter 7 Trustee entered into this Assignment;

AND WHEREAS, pursuant to Section 10.1 of the Asset Purchase and Sale Agreement, Assignor and the Debtors have agreed that following the Closing each will execute, acknowledge and deliver to Assignee such further instruments, and take such other action as may be reasonably requested in order to more effectively assure Assignee all of the respective properties, rights, titles, interests, estates, and privileges intended to be assigned, delivered or

inuring to the benefit of the Assignee in consummation of the transactions contemplated thereby;

AND WHEREAS, the Assignor held as of the time immediately prior to the Closing the goodwill of the business symbolized by trademarks, trade names, logos and/or slogans, including without limitation, those trademarks or service marks identified in Schedule "A" and all other trademarks, trade names, logos and/or slogans to be sold, assigned, transferred and conveyed by Assignor unto Assignee pursuant to the Asset Purchase and Sale Agreement (the "Trademarks");

AND WHEREAS, the Assignee purchased from Assignor pursuant to the Asset Purchase and Sale Agreement all right, title and interest in and to the Trademarks for the United States of America and all other foreign countries, and in and to any Trademarks that may be granted thereon and in any extension thereof, and desires to further evidence the assignment and transfer of all such Trademarks and the right, title and interest corresponding thereto;

NOW THEREFORE, for good and valuable consideration, as contemplated by the Asset Purchase and Sale Agreement, the receipt of which is hereby acknowledged by the Assignor, the Assignor does hereby sell, assign, transfer and convey unto the Assignee, its successors and assigns, all of the right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks, including all common law rights and trademark registrations for the Trademarks, and any application for Trademarks in any country to be filed, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made; together with all rights to past, present and future income, royalties, and license fees deriving from the Trademarks, all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

THE foregoing assignment shall be deemed effective as of the Closing.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

NTV, L.L.C.

By:

A handwritten signature in black ink, appearing to read "Alan Nisselson", written over a horizontal dotted line. The signature is cursive and extends to the right of the line.

Name: Alan Nisselson

Title: Chapter 7 Trustee

ASSIGNEE:

PLUM MEDIA, LLC

By:



---

Name: Joseph Varet

Title: Co-President

**SCHEDULE "A"**

**TRADEMARKS**

**Word Mark** PLUM TV

**Goods and**

**Services**

IC 041. US 100 101 107. G & S: TELEVISION PRODUCTION, PROGRAMMING, AND DISTRIBUTION SERVICES.  
FIRST

USE: 20030501. FIRST USE IN COMMERCE: 20030501

**Mark Drawing**

**Code** (1) TYPED DRAWING

**Serial Number** 76539051

**Filing Date** August 19, 2003

**Current Filing**

**Basis** 1A

**Original Filing**

**Basis** 1A

**Published for**

**Opposition** April 12, 2005

**Registration**

**Number** 2964562

**Registration**

**Date** July 5, 2005

**Owner** (REGISTRANT) NTV, L.L.C. LIMITED LIABILITY COMPANY MASSACHUSETTS 4 North Water Street,  
Nantucket, MA 02554

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE TV APART FROM THE MARK AS SHOWN

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR).

**Live/Dead**

**Indicator**

LEGAL\_US\_E # 99581029.3